

<b>WORKFORCE INVESTMENT BOARD OF TULARE COUNTY</b>  <b>WORKFORCE INVESTMENT ACT TITLE I-B ACTIVITIES</b>	<b>DATE:</b> 9/15/10
	<b>SUBJECT:</b> <b>WIA TITLE I-B ADULT, DISLOCATED WORKER, AND YOUTH ON THE JOB TRAINING (OJT) AGREEMENTS</b>

**ERRATA: WIB DIRECTIVE WIBD-10-06, DATED SEPTEMBER 15, 2010**

**SUBJECT: WIA TITLE I-B ADULT, DISLOCATED WORKER, and YOUTH ON THE JOB TRAINING (OJT) ACTIVITIES.**

Changes have been made to this Directive on page 2 under section: Need for OJT, OJT Upgrade, OJT Amendment, to replace "Lower Living Standard Income Level Guidelines (LLSIL) TCWIBD-09-01 with **Tulare County Self-Sufficiency Level Directive WIBD-10-06**. Please replace page 2 of WIB Directive TULWIBD-1-06 with the attached page.

should be appropriate for the occupation being trained and for the skill level of the trainee. By using OJT, the WIA system is purchasing occupational training needed by a participant. The purpose of the OJT is not to subsidize wages or reduce an employer's wage costs, but to purchase training and to provide an opportunity for WIA participants that they might not otherwise have.

OJT is defined as training in the private or public sector given to a participant who, after receiving objective assessment services and in accordance with the Individual Employment Plan (IEP) has been referred to and hired by the employer to provide work-related training in exchange for reimbursement of the employer's extraordinary training costs. In an effort to maximize limited OJT resources, OJT contract may only be developed within the private sector focusing on high demand industry sectors adopted by the WIB.

### **POLICY AND PROCEDURES:**

#### Need for OJT, OJT Upgrade, OJT Amendment.

WIB of Tulare County acknowledges that One Stop Operator (OSO) staff contract with private employers to prepare OJT customers for long-term unsubsidized employment by providing training in a real work situation.

OJT may be provided only to those individuals who have been determined in need of an OJT through an objective assessment and who have identified skills gaps that can be overcome through OJT and documented as appropriate on the IEP. If an individual is referred to the WIA program by an employer, the participant cannot be enrolled in an OJT position with that employer unless there is an objective assessment and IEP, which documents that the OJT position with that employer is appropriate and that the employer has not already hired the individual. WIA Section §663.705 established requirements that permit OJT contracts for employed workers. Assignment of an OJT participant with the individual's previous or current employer in the same, or similar, job is not allowed, but upgrades that lead to self sufficiency are allowed. OJT Upgrades may be written for eligible employed workers when the employee is not earning a self sufficient wage as defined in the latest **Tulare County Self-Sufficiency Directive WIBD-10-06**. The purpose of the OJT Upgrade is to train the employee in new technologies, and/or new production procedures or service procedures, and the OJT meets the requirements as defined in WIA section §663.720 101(31)(C). Skill upgrading is for employed individuals in entry level jobs who through an OJT upgrade will obtain the skills necessary to improve their earning capacity in another job, attaining self sufficiency. OJT contracts may be amended based on need to update current information on the OJT contract that is no longer valid. An amendment must be in writing using the OJT Amendment Form (WIB-6a [5/17/10]), and must include the reason for changes to the original OJT contract.

#### Employer Eligibility and Pattern of Failure.

The One Stop Operators are required to include the following in their selection criteria for screening prospective OJT employers, using the Pre-Award Survey (WIB-48[08-10]).

- Assurances that the employers are not in violation of federal, state, or local labor laws.
- Employers cannot be involved in a strike, lockout or other labor dispute.
- The OJT contracts may not impair existing contracts for services (§663.730) or existing collective bargaining agreements.

OJT funds cannot be provided to employers who have relocated until 120 days after the date on which such establishment commences operations at the new location, if the location of such establishment or part thereof results in a loss of employment of any employee of such establishment at the original location (§667.268). In addition, the OSO may not enter into an OJT contract with an employer(s) who has

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	<p><b>SUBJECT:</b></p> <p>WIA TITLE I-B ADULT, DISLOCATED WORKER, AND YOUTH ON THE JOB TRAINING (OJT) AGREEMENTS</p>

**WIB DIRECTIVE**

**TULWIBD-10-06**

**TO:** WIB Staff, One-Stop Operators

**SUBJECT:** WIA TITLE I-B ADULT, DISLOCATED WORKER, and YOUTH ON THE JOB TRAINING (OJT) ACTIVITIES.

**EXECUTIVE SUMMARY:**

**Purpose:**

The Workforce Investment Act (WIA) requires local Workforce Investment Boards to transmit State policy and procedures applicable to the development and management of On-The-Training (OJT) activities. This directive sets forth the local policy and procedures that govern the development of (OJT) activities.

**Scope:**

This directive applies to all recipients of WIA funds, and WIA One Stop Operators that administer OJT programs.

**Effective Date:**

This directive is effective upon date of issue.

**REFERENCES:**

- 20 CFR Federal Register, Section 663 and 664.460
- WIA Section 129(c)(2)(D)
- WIA Section-Subpart G-663.700 – 663.730
- 20 CFR Federal Register, §663.595, §669.380
- 20 CFR Federal Register, §667.272 - 667.274
- WIADO2-9 Worker Displacement Prohibition
- Pre-Award Survey (WIB-48[09-10])
- DOL TEIN 2-00 – O\*NET OnLine and O\*NET 3.0 Database Release
- DOL TEIN 16-00 – Release of O\*NET Career Exploration Tools
- <http://online.onetcenter.org>

**LOCAL IMPOSED REQUIREMENTS:**

This directive contains locally imposed requirements.

**FILING INSTRUCTIONS:**

Retain this directive until further notice.

**BACKGROUND:**

CFR Federal Register, Section §663.700 and WIA §101(31) (C) contain the regulatory provisions for conducting On-The-Job (OJT) training activities. The OJT program remains an important training vehicle for the WIA program and does not limit OJT's to a specific time period but rather the duration of an OJT

should be appropriate for the occupation being trained and for the skill level of the trainee. By using OJT, the WIA system is purchasing occupational training needed by a participant. The purpose of the OJT is not to subsidize wages or reduce an employer's wage costs, but to purchase training and to provide an opportunity for WIA participants that they might not otherwise have.

OJT is defined as training in the private or public sector given to a participant who, after receiving objective assessment services and in accordance with the Individual Employment Plan (IEP) has been referred to and hired by the employer to provide work-related training in exchange for reimbursement of the employer's extraordinary training costs. In an effort to maximize limited OJT resources, OJT contract may only be developed within the private sector focusing on high demand industry sectors adopted by the WIB.

### **POLICY AND PROCEDURES:**

#### Need for OJT, OJT Upgrade, OJT Amendment,

WIB of Tulare County acknowledges that One Stop Operator (OSO) staff contract with private employers to prepare OJT customers for long-term unsubsidized employment by providing training in a real work situation.

OJT may be provided only to those individuals who have been determined in need of an OJT through an objective assessment and who have identified skills gaps that can be overcome through OJT and documented as appropriate on the IEP. If an individual is referred to the WIA program by an employer, the participant cannot be enrolled in an OJT position with that employer unless there is an objective assessment and IEP, which documents that the OJT position with that employer is appropriate and that the employer has not already hired the individual. WIA Section §663.705 established requirements that permit OJT contracts for employed workers. Assignment of an OJT participant with the individual's previous or current employer in the same, or similar, job is not allowed, but upgrades that lead to self sufficiency are allowed. OJT Upgrades may be written for eligible employed workers when the employee is not earning a self sufficient wage as defined in the latest **Tulare County Self-Sufficiency Directive WIBD-10-06**. The purpose of the OJT Upgrade is to train the employee in new technologies, and/or new production procedures or service procedures, and the OJT meets the requirements as defined in WIA section §663.720 101(31)(C). Skill upgrading is for employed individuals in entry level jobs who through an OJT upgrade will obtain the skills necessary to improve their earning capacity in another job, attaining self sufficiency. OJT contracts may be amended based on need to update current information on the OJT contract that is no longer valid. An amendment must be in writing using the OJT Amendment Form (WIB-6a [5/17/10]), and must include the reason for changes to the original OJT contract.

#### Employer Eligibility and Pattern of Failure.

The One Stop Operators are required to include the following in their selection criteria for screening prospective OJT employers, using the Pre-Award Survey (WIB-48[08-10]).

- Assurances that the employers are not in violation of federal, state, or local labor laws.
- Employers cannot be involved in a strike, lockout or other labor dispute.
- The OJT contracts may not impair existing contracts for services (§663.730) or existing collective bargaining agreements.

OJT funds cannot be provided to employers who have relocated until 120 days after the date on which such establishment commences operations at the new location, if the location of such establishment or part thereof results in a loss of employment of any employee of such establishment at the original location (§667.268). In addition, the OSO may not enter into an OJT contract with an employer(s) who has

exhibited a pattern of failing to provide OJT participants with continued long-term employment and with working conditions and benefits equal to their company's regular workforce.

The definition of "Pattern of Failure" shall mean employers who have, within a single calendar year, had two or more participants, constituting 20 percent (20%) or more of the OJT participants within the previous year, who have been terminated prior to the completion of their training under the OJT contract(s) or have completed their training, but not retained in long-term employment. Long-term employment means continuous employment of at least six months after the completion of the OJT agreement with wages, benefits and working conditions the same as similarly situated employees.

In accordance with situations wherein OJT participants quit voluntarily, are terminated for cause, are released due to unforeseeable changes in business conditions, or are terminated for other reasons which are not within the control of the employer, shall not be included in the determination of a Pattern of Failure. The OSO shall establish procedures for documenting the exclusion of such situations that will clearly and unequivocally indicate that any such exclusion meet the conditions in the 20 CFR Federal Register, Section 663.700(b)

The OJT employers shall be assessed by the OSO at least twice annually to determine if the employer exhibited a pattern of failure over the preceding year. Any employer found to have exhibited a pattern of failure as defined above shall be ineligible to participate in the OJT program for a period of at least one year. The Employer Retention Report will be provided to the WIB on a semi-annual basis. The report shall include;

1. Company name and location
2. Number of trainees who received on-the-job training during the date range
3. Number of trainees who are employed six (6) months after the completion of the OJT
4. Number of trainees terminated prior to the completion of their training under the OJT contract
5. Number of trainees who completed training, but not retained in long-term employment
6. Provide a summary to address number of trainees terminated prior to the completion of their training and trainees that were not retained in long-term employment

#### Workers' Compensation Coverage

To the extent that a State workers' compensation law applies, worker's compensation must be provided to participants in programs and activities funded under Title I of WIA on the same basis as the compensation is provided to other individuals in the State in similar employment §667.274 [(b)(1)]. The worker's compensation carrier must be licensed to underwrite worker's compensation insurance in the State of California in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage under existing worker's compensation laws and regulations.

The OSO must obtain a copy of the employer's worker's compensation policy prior to entering into an OJT training contract. Verification of workers compensation will be submitted with each OJT when submitted to the WIB for approval. OJT's without verification of workers compensation will not be approved by the WIB. Workers compensation verification must have at the minimum the following information:

- Insurer's company name
- Insured/Employer listed as the policy holder
- Policy number
- Coverage period (OJT must be within the coverage period)
- Insurers contact information
- Amount of coverage

## Labor Standards

On-the-Job Training positions must meet the labor standards required by WIA §181(a) (1) (A) and §667.272 and WIA §181(a) (2) and §667.274(a).29 CFR 37.20(a) (1) of the Act and of the regulations with regard to:

- The conditions of employment, including such factors as the type of work, geographical region, proficiency of the customer, the payment of comparable wage rates and periodic increases that are the same as similarly situated employees.
- Benefits and working conditions at the same level and extent as other employees working a similar length of time and doing the same type of work.
- Health and safety standards established under State and Federal law.
- Worker's compensation benefits.
- The prohibition against using OJT funds to contribute to retirement systems or plans.
- The prohibition against the impairment of the working conditions of current employees.
- The prohibition against the impairment of the working conditions of current employees, including those laid off, having a reduction in hours or terminated because of the prospective OJT contract, or the impairment of the promotional opportunities of current employees.
- The prohibition against the impairment of existing contracts for services or collective bargaining agreements.
- The prohibition against the assistance, promotion, or deterrence of union organizing.
- The opportunity for applicable labor organizations to submit comments regarding WIA funded training.
- Compliance with the Davis-Bacon Act.

## Duration of OJT

The duration of an OJT contract may be expressed as a number of hours, days, or weeks the participant is expected to work during the contract period, if the participant is expected to work full-time. "Full-time" should be based on standards/definitions for the job or industry. If such standard definition does not exist or cannot be found, WIA/WIB may use the federal Bureau of Labor Statistics (OES) code, taking into consideration the employer's training plans.

The OSO shall base the average training time needed for various occupations on the appropriate Occupational Information Network (O\*NET), a standardized resource of occupational information, taking into consideration the employer's training plans and the participant's skill gaps. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupational skill level of the participant, prior work experience, and the participant's individual employment plan §663.700 [101(31)(C)]. In no case shall an individual who is fully skilled in an occupation be placed in an OJT in that occupation. The type(s) and length, as well as the basis or rationale for the OJT, will be recorded on each customer IEP. OJT contracts may not be developed for less than 160 hours.

## OJT Contracts

OJT contracts, at a minimum, shall specify the occupation(s) for which training is to be provided, the training duration, wage rate(s), the rate of training reimbursement for each occupation (not to exceed 50 percent of the wages paid), within the WIB approved Industry Cluster, a description of the training, participant's prior work history, justification for the training, justification for the length of training, a Task Oriented Training Plan that reflects what the participant will learn, and Pre-Award Survey form WIB-48(09/10). The OJT contract narrative should include justification for the OJT, the participant's Work Keys scores, the required Work Key scores for the occupation, the industry cluster, the Specific Vocational Preparation (SVP) time and details that applies to the OJT contract.

The OSO will ensure that participants in an OJT are compensated by the employer at such a rate, including periodic increases, as is reasonable considering such factors as industry, geographical region, and participant proficiency. The OJT wage will not be less than entry level for similarly employed personnel with the employer. The OSO shall ensure that participants in OJT are paid by the employer at the prevailing wage for individuals employed in similar occupations by that employer. **Under no circumstances will an OJT be written for less than \$10.00 per hour for an entry level position without opportunity for career progress.** The employer's workforce shall not have more than twenty-five percent (25%) of its workforce on an OJT at any given time.

#### Task Oriented Training Plan (TOTP)

The Task Oriented Training Plan shall be developed in coordination with the objective assessment, interview with participants to determine transferable skills and skill gaps, O\*NET, SVP matrix, and employer's requirements. Section B of the TOTP must identify individual's skill gaps to determine length of training required. If the participant is determined not to possess skill gaps for the occupation, an OJT is not warranted, and therefore will not be necessary. Individual duration of training must be based on the participants need to gain the necessary skills required by the employer. "Rubber stamping" OJT duration is not acceptable. Two individuals may be in the same job, but require different duration of training based on the individual's transferable skills, work history, and length of time of unemployment.

#### **Skill Gap Analysis**

The job developer will conduct a skill gap analysis of the participant based on the employer requirements necessary to perform the required job duties utilizing the following career guidance tools and skills inventories to develop a training plan with the employer.

- **WorkKeys** - Before a participant is considered for On-the-Job training, a WorkKeys assessment must be completed and the individual must meet the scores for the occupation for which the individual is to be trained. If the individual does not meet the required WorkKeys levels for the desired occupation, staff will offer Key Train to assist the individual in raising their scores prior to entering training.
- **Career Explorer/ Employment Connect ([www.employmentconnect.org](http://www.employmentconnect.org))** Participants must complete the Match Your Skills Inventory to identify skills he/she possesses and match them with a career or occupation. Career Explorer will provide a list of occupations which match the participant's skills they possess and provide a detailed summary report for each occupation from O\*NET.
- **O\*NET** The O\*NET program is the nation's primary source of occupational information. Central to the project is the O\*NET database, containing information on hundreds of standardized and occupation-specific descriptors. The database also provides the basis for Career Exploration Tools, a set of valuable assessment instruments for workers and students looking to find or change careers. The Occupational Information Network (O\*NET) is being developed under the sponsorship of the US Department of Labor/Employment and Training Administration (USDOL/ETA) through a grant to the North Carolina Employment Security Commission.
- **Prove It!**-Is an additional resource, which provides specific data on the skill level of the participant for a specific job or task. For instance an employer requires advanced Microsoft Word skills. Staff may assign assessments individuals, to take the online assessment in Prove It!. Results are automatically emailed to staff. Prove It! provides results/reports, which identifies the participant knowledge and skills gaps.

### Submission of OJT Contracts

The One Stop operator shall obtain all signatures on OJT contracts and submit for approval by noon at least two days prior to the start date of the OJT (excluding holidays and weekends). The two day timeline will allow for verification and approval of the contents of the OJT contract. The OSO will use the “WIB of Tulare County Job Training Contract” and Task Oriented Training Plan for all OJTs written under this Contract. All contracts will be signed by an authorized representative of the employer, the participant, the OSO, and the Workforce Investment Board by noon two days prior to the trainee starting work.

### Industry Sectors

The WIB prioritizes training expenditures by focusing on six high growth industry sectors. OJT may only be completed within the WIB adopted sectors, which are;

- Agribusiness, including food processing, agricultural technology and biotechnology;
- Manufacturing;
- Supply chain management and logistics;
- Health and medical care; and
- Renewable energy;
- Hospitality and tourism;

### OJT Employer Compensation

As stipulated in 20 CFR Federal Register, Section 663.700(a) of the ACT and WIA Section 663.710(c) of the regulations, payments to OJT employers are deemed compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of such participants. Employers shall not be required to document the extraordinary costs or lower productivity. In no case shall the payments for OJT average more than fifty percent (50%) of the wages paid to participants. The OJT payments may be based on scheduled raises or regular pay increases, but may not be based on overtime, shift differential, premium pay and other non-regular wages. The OJT payments may not be based on periods of time such as illness, holidays, plant downtime, or other events during which no training occurs. Employers that provide classroom or vestibule training necessary to the participant’s overall education for the specified OJT occupation may be separately reimbursed for such costs, as long as the classroom or vestibule training is not normally provided to all individuals hired by the employer.

### Monitoring

OJT contracts shall be monitored periodically on-site by the entity issuing the contract (Workforce Investment Board of Tulare County and/or One Stop Operator’s) to assure that the validity and propriety of amounts claimed for reimbursement are substantiated by payroll, time and attendance records, and that the training is being provided as specified in the agreement. This monitoring should take place on a regular basis or before payment is reimbursed to the employer.

Workforce Investment Board OJT Employer Monitoring Form (WID-104 [4/01]) is to be used to monitor the OJT employer every (30) days. The top copy of the form is to be given to the employer and the yellow copy placed in the customer file. Any cited issues must be noted on the WIB Form 104 and followed up on to ensure adequate corrective action has been taken.

### Employer Registration and Job Orders

One-Stop Operators will utilize the Employment Connection Virtual One-Stop System employmentconnect.org Employer Services module to register employers and provide them access to the Employment Connection’s talent pool. All job orders for which WIA resources are utilized, such as



recruitments and OJT's must be entered into the Employer Services module. Customers referred must also input their resume in the system prior to being referred to OJT services.

### Employer File

An employer file shall be maintained by the One-Stop Operator for each employer that enters into an OJT contract with the OSO. The file shall contain the following documentation.

1. Worker's compensation verification during the time the employer has active OJT participants.
2. Copy of each OJT contract
3. Recorded documentation of "Pattern of Failure"

### Youth OJT

Youth programs do not currently offer OJT services. When an OJT is deemed appropriate for a youth participant the youth is referred to and co-enroll in adult program services through the local One-Stop Operator. Should the WIB determine, at some future date, that inclusion of OJT as a youth program activity is appropriate, the policy and procedures in this directive will apply with the following caveats.

1. OJT may only be offered to youth program participants that are 18-21 years of age
2. OJT is reserved for those youth that have a high school diploma/equivalency
3. The youth Service Providers will operate OJT programs for their participants.

### **ACTION:**

Please forward this directive to all appropriate staff. The One-Stop Operator must establish OJT policies and procedures that are in accordance with this Directive. This directive should be shared with all staff involved in the procurement, development administration and oversight of OJT agreements.

### **INQUIRIES:**

Direct questions about this Directive to the Workforce Investment Board of Tulare County, administrative office 559/713-5200.

Adam Peck  
Executive Director



AP: DM: la/cmr

Attachments: OJT Contract  
WIB Task Oriented Training Plan  
OJT Amendment  
Pre-Award Survey  
Career Cluster

## Workforce Investment Board of Tulare County Career Clusters

### Purpose:

The purpose of the Workforce Investment Board of Tulare County Career Cluster's strategy is to offer WIA eligible customers opportunities to become self sufficient by placing them into in-demand occupations within Tulare County.

The WIB focuses on five high growth industry sectors:

- ❖ **Health Care:** The Health Care industry includes business, public agencies, and non-profit organizations dedicated to improving the health of individuals and the public. It includes physicians' offices, hospital systems, diagnostic, laboratories, dentist offices, nursing homes and residential care facilities, mental health facilities, public health departments (local, state and federal) and clinics.
- ❖ **Manufacturing:** Advanced manufacturing represents goods-producing firms that utilize new approaches (I.e. APS, Six Sigma, Lean Manufacturing, JIT) and technologies to maximize efficiencies and economic impacts.
- ❖ **Green Jobs:** This sector includes many industries and /or clusters targeting energy efficiency, reduction of carbon footprint, and/or environmental quality and sustainability including organizations that promote and practice environmentally sustainable practices as a policy. Occupations in this sector span all employment sectors that contribute to preserving or restoring environmental quality.
- ❖ **Agribusiness:** This is the largest economic driver in Tulare County. It includes not only growers, but the many business involved in food production including, but not limited to farm machinery producers and maintainers, water distribution, pest control, food processing, and distribution.
- ❖ **Logistics and Distribution:** Distribution is the delivery and supply of goods. Logistics is the science of effective and efficient distribution. This sector includes warehousing, transportation, inventory management and packaging.

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
JOB TRAINING CONTRACT (OJT)**

<b>1. Employer:</b> Address/City/Zip: Telephone:		<b>2. Issuing Agency:</b> Representative: Telephone:	
<b>3. I.R.S. Employer I.D. No:</b> Type of Business:		<b>4. Trainee:</b> Social Security Number:	
<b>5. Industry Cluster</b>		<b>6. O*NET Job Title:</b>	
Training Begins:	Ends:	O*NET Code:	NAIC Code:
Number of Weeks:	Total Hours:	Job Title:	
<b>7. Total Reimbursement Not to Exceed:</b>	<b>Hourly Trng. Wage Rate:</b>	<b>Reimbursement Rate:</b>	<b>Wage at Entered Employment:</b>
<b>8. Description of training:</b> The trainee will be taught skills to satisfactorily perform the task described in Exhibit "A". (WIB Form 1)			
<b>9. Justification for length of training.</b> When determining length of training list references used and other areas considered, i.e., *ONET< Prove It, Skills Analysis, SVP level, employer training plans, work history, education, prolonged unemployment, IEP/ ISS, , etc.			
<b>10. Supervised By:</b>		<b>Title:</b>	
The employer agrees that upon completion of the On-The-Job Training period the trainee will continue to be employed as a regular member of the employer's workforce and will continue to receive pay and benefits equal to that of other employees similarly employed. <b>The employer further attests that without benefit of this OJT the trainee would not have otherwise been hired to fill this position.</b> The employer further agrees to adhere to the provisions and assurances on the reverse side of this Contract.			
Employer:		Signature:	
Title:		Date:	
<b>11. I agree to adhere to the training plan as developed for me with the employer shown above. I, further agree to adhere to all employer rules and regulations relative to the training and employment provided.</b>			
Trainee:		Signature:	
		Date:	
<b>12. The undersigned certifies that the training plan is adequate; the negotiated wages, terms and conditions are consistent with the Federal and State regulations and Workforce Investment Board policy; and approve this Contract.</b>			
Service Provider:		Signature:	
Date:		Title:	
<b>13. The undersigned certifies that the contract has been reviewed and is sufficient to ensure training is provided in accordance with the WIA and Workforce Investment Board directives. The signature by the WIB does not, however, relieve the One-Stop Operator of its responsibilities under the contract that authorizes the operation of this OJT program.</b>			
Approved: Workforce Investment Board of Tulare County		By: David McMunn	
Date: _____		Signature: _____ Title: Deputy Director of Operations	

WIB-6 (09/15/10)

Contract Number: \_\_\_\_\_

Distribution:    Original-Contract File    Yellow-Employer    Pink-Trainee    Golden Rod-Job Dev/Counselor

## OJT Provisions and Assurances

The Workforce Investment Board of Tulare County (WIB) is authorized to implement a training and employment program by the Workforce Investment Act (WIA). This Contract is subject to all regulations and conditions of the grants under which this program is operated. Copies of the grants are available at the WIB Administrative Office.

**The On-The-Job Training (OJT) employer agrees to abide by the following terms and conditions:**

**Authority:** The employer ensures that it possesses legal authority to enter into this Contract. The employer ensures that it has adequate administrative accounting, personnel standards, evaluation procedures, supervision, and other policies as may be necessary to perform the training required under this Contract.

**Compliance with Applicable Laws and Regulations:** The OJT employer shall abide by the Workforce Investment Act as amended and all other applicable Federal State and local laws, directives and regulations while performing the training specified in this Contract.

### Section A: Trainee Wages, Benefits, Working Conditions

**Wages:** The employer shall compensate trainees the rate specified in this Contract. The employer ensures that individuals in on-the-job training shall be compensated at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1983 (Federal Minimum Wage) or the applicable State or local minimum wage.

**Benefits:** (1) The employer shall provide Workers' Compensation, health insurance, or equivalent protection, at the same level as other employees working a similar length of time and doing the same type of work.

(2) The employer shall inform each trainee of his or her rights and benefits as an employee of the training site prior to the commencement of training.

**Non-Discrimination:** No trainee hired under this Contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation or solely because of their status as such under this contract.

**Labor, Health and Safety Standards:** The employer shall establish and maintain appropriate health and safety standards for work and training. The employer ensures that no trainee will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary or hazardous, to the health or safety of the trainee.

### Section B: Contract Operations

**Collective Bargaining Contracts for Services:** The employer attests that no activities, work or training under this contract are in conflict with the terms and conditions of an existing collective bargaining contract.

**Conflict of Interest:** Both parties agree to prohibit employees from using their position for a purpose that is, or give the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family business, or other ties. No trainees may be hired who are members of the Employer's immediate family or of those who serve in an administrative or management capacity.

**Displacement/Relocation:** The employer stipulates and agrees that the establishment in which on-the-job training will be given:

(1) Has not been moved from any previous location less than 120 days prior to the effective date of this Contract,

(2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to date in (1) above, relocated or expanded so as to cause

an increase in unemployment or the closing down of operations in which the entity conducts business operations.

No currently employed worker shall be displaced by any trainee including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**Kickbacks:** All parties to this contract ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract.

**Labor Union Comments:** Where a labor union represents employees who are engaged in similar work or training in the same area as the trainee, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this contract.

**Layoff** (1) No trainee shall be employed, (a) when any other individual is on layoff from the same or equivalent job, (b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force, or (c) when there are work stoppages, or layoffs affecting regular employees.

**Modifications:** Any changes requested or required shall be in written form only and signed by parties to this Contract.

**Contract Management:** The performance of the OJT employer will be reviewed on a regular basis to ensure adherence to the terms and conditions of the contract. This shall include the review of financial records relating to the contract, the Task Oriented Training Plan, and interviews with those involved with training rendered under the contract.

**Recordkeeping:** The Employer shall maintain for each trainee daily attendance records showing hours worked and payroll records showing all deductions taken and wages paid. These records must be maintained for a period of three years after the ending date of this Contract. The Employer agrees that the State Comptroller or authorized representatives, or the WIB, or other agency representative shall, until the expiration of three years after final payment under this Contract, have access to and right to examine any directly pertinent books, documents or records involving transactions related to this Contract.

**Reimbursement:** (1) The Employer shall be reimbursed for training in accordance with the amounts established in this Contract. (OJT reimbursement shall not exceed 50% of wages paid.) If the employer overbills or receives payment for training not rendered, the employer will be liable for repayment.

(2) The Employer shall be paid upon submission of properly completed Request for Reimbursement forms, with an attached copy of the timesheet signed by the employer and trainee. Payment shall be based on the total number of hours worked times the hourly reimbursement rate indicated in the training contract.

(3) If the trainee signature is not obtainable on the timesheet due to departure from the area, copies of the reverse side of the canceled paycheck issued to the trainee, time sheets showing hours worked, and payroll records showing gross wages paid and deductions taken for which reimbursement is requested shall be submitted.

(4) Billing periods will occur at the end of each calendar month or at other agreed times, until the authorized training hours have been completed, or until the ending date of this Contract, whichever occurs first. Reimbursement requests must be submitted to the issuing Agency by the 1st day of each month, or as otherwise stated, in order that they can be reviewed and forwarded to the Agency's accounting office. REQUESTS FOR REIMBURSEMENT FOR TRAINING SHALL NOT BE HONORED IF SUBMITTED LATER THAN 60 DAYS AFTER COMPLETION OR TERMINATION OF THIS CONTRACT.

(5) Time exceeding a normal forty (40) hour work week may be applied towards the total hours authorized in the training contract, however, compensation for vacation, jury duty or holidays will not be paid with WIA funds under this Contract.

**Sectarianism:** Trainees shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or to be used for sectarian instruction or as a place for religious worship.

### Section C: Termination of Contract

**Types of Termination:** (1) Convenience -- Either the contractor agency or the OJT employer may request a termination for convenience, and shall give notice to the other party, in writing, five (5) working days in advance of the effective date of such termination.

(2) Cause -- The subcontractor agency shall terminate the contract for the breach of any or all terms of the contract. The agency will notify the OJT employer of such unsatisfactory performance in writing and immediately terminate the Contract.

(3) Reduction in Funding -- The subcontractor agency or WIB retains the right to terminate the contract due to a reduction in funding by the U.S. Department of Labor or the State of California. The issuing agency shall provide the OJT employer with a termination notice, in writing, at least five (5) working days in advance of the effective date of such termination.

(4) Emergency Sanction -- In emergency situations, as determined by the contractor agency, to protect the integrity of funds, the safety of trainees, or in situations where labor disputes or layoffs occur, the agency may immediately terminate or suspend the contract, in whole or in part. The agency shall notify the OJT employer of the reason for the action.

**Hold Harmless:** (1) The OJT employer shall, at its own expense, protect and defend. It agrees to indemnify and hold harmless from all damages, costs and expenses that the agency may incur as a result of any activities of the OJT employer or its employees, clients, agents or servants that may arise out of this contract.

(2) The Employer upon final payment of the amount due under this Contract, less any refunds due the issuing Agency, hereby releases and discharges the Agency from all liabilities, obligations, and claims arising from this Contract.

**AMENDMENT TO  
WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
JOB TRAINING CONTRACT (OJT)**

<b>1. Employer:</b> I.R.S. Employer I.D. No.: Telephone:	<b>2. Issuing Agency:</b> Representative: Telephone:
Type of Business: Employment Site:	Trainee: Social Security No.:

<b>3. ORIGINAL CONTRACT INFORMATION</b>
Job Title _____ O*NET Code _____ NAIC _____ Hourly Wage Rate \$ _____ Reimbursement Rate \$ _____ Beginning Date _____ Ending Date _____ Number of Weeks _____ Number of Hours _____ Total Reimbursement Not To Exceed \$ _____

<b>4. CHANGES</b>
Job Title _____ O*NET Code _____ NAIC _____ Hourly Wage \$ _____ Reimbursement Rate \$ _____ Effective Date of Change _____ Completion Date _____ Number of Weeks _____ Number of Hours _____ Total Reimbursement Not To Exceed \$ _____

**5. DESCRIPTION OF TRAINING:**(Describe changes in training plan) Attach WIB Form 1, as necessary.

**6. JUSTIFICATION OF CHANGE:** (i.e., update of IEP/ISS, upgrade, pay raise, etc.)

**7. Except as provided above, all terms of the original On-the-Job Training Contract, Number \_\_\_\_\_ remains in full force and effect. In witness whereof, the parties thereto, have executed this contract on the date first written.**

<b>Employer:</b>  Title Signature Date	<b>Trainee:</b>  Signature Date
--	--

<b>Tulare County Workforce Investment Department:</b>  Name Signature	<b>Service Provider:</b>  Name _____ Title _____ Signature _____ Date _____
--	--

Distribution:    Original-Contract File    Yellow-Employer    Pink-Trainee    Golden Rod-Job Dev/Counselor

## OJT Provisions and Assurances

The Workforce Investment Board of Tulare County (WIB) is authorized to implement a training and employment program by the Workforce Investment Act (WIA). This Contract is subject to all regulations and conditions of the grants under which this program is operated. Copies of the grants are available at the WIB Administrative Office.

**The On-The-Job Training (OJT) employer agrees to abide by the following terms and conditions:**

**Authority:** The employer ensures that it possesses legal authority to enter into this Contract. The employer ensures that it has adequate administrative accounting, personnel standards, evaluation procedures, supervision, and other policies as may be necessary to perform the training required under this Contract.

**Compliance with Applicable Laws and Regulations:** The OJT employer shall abide by the Workforce Investment Act as amended and all other applicable Federal State and local laws, directives and regulations while performing the training specified in this Contract.

### Section A: Trainee Wages, Benefits, Working Conditions

**Wages:** The employer shall compensate trainees the rate specified in this Contract. The employer ensures that individuals in on-the-job training shall be compensated at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1983 (Federal Minimum Wage) or the applicable State or local minimum wage.

**Benefits:** (1) The employer shall provide Workers' Compensation, health insurance, or equivalent protection, at the same level as other employees working a similar length of time and doing the same type of work.

(2) The employer shall inform each trainee of his or her rights and benefits as an employee of the training site prior to the commencement of training.

**Non-Discrimination:** No trainee hired under this Contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation or solely because of their status as such under this contract.

**Labor, Health and Safety Standards:** The employer shall establish and maintain appropriate health and safety standards for work and training. The employer ensures that no trainee will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary or hazardous, to the health or safety of the trainee.

### Section B: Contract Operations

**Collective Bargaining Contracts for Services:** The employer attests that no activities, work or training under this contract are in conflict with the terms and conditions of an existing collective bargaining contract.

**Conflict of Interest:** Both parties agree to prohibit employees from using their position for a purpose that is, or give the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family business, or other ties. No trainees may be hired who are members of the Employer's immediate family or of those who serve in an administrative or management capacity.

**Displacement/Relocation:** The employer stipulates and agrees that the establishment in which on-the-job training will be given:

(1) Has not been moved from any previous location less than 120 days prior to the effective date of this Contract,

(2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to date in (1) above, relocated or expanded so as to cause

an increase in unemployment or the closing down of operations in which the entity conducts business operations.

No currently employed worker shall be displaced by any trainee including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**Kickbacks:** All parties to this contract ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract.

**Labor Union Comments:** Where a labor union represents employees who are engaged in similar work or training in the same area as the trainee, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this contract.

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(5) Time exceeding a normal forty (40) hour work week may be applied towards the total hours authorized in the training contract, however, compensation for vacation, jury duty or holidays will not be paid with WIA funds under this Contract.

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### Section C: Termination of Contract

**Types of Termination:** (1) **Convenience** -- Either the contractor agency or the OJT employer may request a termination for convenience, and shall give notice to the other party, in writing, five (5) working days in advance of the effective date of such termination.

(2) **Cause** -- The subcontractor agency shall terminate the contract for the breach of any or all terms of the contract. The agency will notify the OJT employer of such unsatisfactory performance in writing and immediately terminate the Contract.

(3) **Reduction in Funding** -- The subcontractor agency or WIB retains the right to terminate the contract due to a reduction in funding by the U.S. Department of Labor or the State of California. The issuing agency shall provide the OJT employer with a termination notice, in writing, at least five (5) working days in advance of the effective date of such termination.

(4) **Emergency Sanction** -- In emergency situations, as determined by the contractor agency, to protect the integrity of funds, the safety of trainees, or in situations where labor disputes or layoffs occur, the agency may immediately terminate or suspend the contract, in whole or in part. The agency shall notify the OJT employer of the reason for the action.

**Hold Harmless:** (1) The OJT employer shall, at its own expense, protect and defend. It agrees to indemnify and hold harmless from all damages, costs and expenses that the agency may incur as a result of any activities of the OJT employer or its employees, clients, agents or servants that may arise out of this contract.

(2) The Employer upon final payment of the amount due under this Contract, less any refunds due the issuing Agency, hereby releases and discharges the Agency from all liabilities, obligations, and claims arising from this Contract.

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
OJT PRE-AWARD SURVEY**

EMPLOYER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF REVIEW: \_\_\_\_\_ JOB DEVELOPER: \_\_\_\_\_

NAME OF COMPANY OFFICIAL PROVIDING INFORMATION: \_\_\_\_\_

		<u>YES</u>	<u>NO</u>
1.	Is worker's compensation coverage provided? Policy Number: _____ Copy of Worker's Compensation on file:	[ ]	[ ]
2.	Does accounting system document cash received, state and federal tax withholding, FICA deductions?	[ ]	[ ]
3.	Have there been any safety, wage and hour, or child labor violations during the past 12 months? (If yes explain in Comment Section.)	[ ]	[ ]
4.	Are wages comparable to similar positions?	[ ]	[ ]
5.	Has union concurrence been obtained? [ ] N/A	[ ]	[ ]
6.	Are health and safety standards being met as established by law?	[ ]	[ ]
7.	Does employer comply with applicable business licensing? taxation and insurance requirements?	[ ]	[ ]
8.	Have any employees been laid off in the past 6 months? # _____	[ ]	[ ]
9.	Is the employer new in the area, i.e., relocating or expanding from another labor market area, or expanding their operation?	[ ]	[ ]

The Employer stipulates and agrees by signing below that the establishment in which on-the-job training will be given:

- (1) Has not been moved from any previous location less than 120 days prior to the effective date of the OJT contract.
- (2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to the date of the OJT contract, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.

Comments: \_\_\_\_\_

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
One-Stop Service Provider Signature

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
TASK-ORIENTED TRAINING PLAN

Contract Number:  
Participant Name:  
Job Title:  
Employer:

O\*NET Code:

RATING SCALE

- 1 - Participant has not made satisfactory progress.
- 2 - Participant is making progress, but less than satisfactory level.
- 3 - Participant is making progress at satisfactory level.
- 4 - Participant has achieved proficiency in this skill.

Skill Requirements (A)	Skilled (B)		Training Method (C)	# Training Hours (D)	Measurement Method (E)	Follow-up Visit Date/Rating (F)			
	Y	N							

\_\_\_\_\_  
Job Developer/Counselor

\_\_\_\_\_  
Date

(G) Total Hours Projected: \_\_\_\_\_

Total Hours completed \_\_\_\_\_

Total Hours Completed: \_\_\_\_\_

(H)

Total Score: \_\_\_\_\_

Possible Score: \_\_\_\_\_

% Attained: \_\_\_\_\_

% Attained: \_\_\_\_\_

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Supersedes Previous Editions (Updated 09/15/10)



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
TASK-ORIENTED TRAINING PLAN

Contract Number:  
Participant Name:  
Job Title:  
Employer:

O\*NET Code: SS#:

RATING SCALE

- 1 - Participant has not made satisfactory progress.
- 2 - Participant is making progress, but less than satisfactory level.
- 3 - Participant is making progress at satisfactory level.
- 4 - Participant has achieved proficiency in this skill.

Skill Requirements (A)	Skilled (B)		Training Method (C)	# Training Hours (D)	Measurement Method (E)	Follow-up Visit Date/Rating (F)			
	Y	N							

\_\_\_\_\_  
Job Developer/Counselor

\_\_\_\_\_  
Date

Total Hours completed \_\_\_\_\_

(G) Total Hours Projected: \_\_\_\_\_  
Possible Score: \_\_\_\_\_

(H) Total Score: \_\_\_\_\_

% Attained: \_\_\_\_\_  
% Attained: \_\_\_\_\_

DISTRIBUTION: ORIG-CONTRACT FILE YELLOW-EMPLOYER PINK-TRAINEE GOLDEN ROD-JOB DEV/COUNSELOR  
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WIB-6a (09/15/10)